

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER

PAGE 1 OF 21

2. CONTRACT NO.

3. AWARD/EFFECTIVE
DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
SAQMPD06R10216. SOLICITATION ISSUE
DATE 01/11/2006**7. FOR
SOLICITATION**a. NAME
Catherine J Masseyb. TELEPHONE NUMBER (No collect
calls) 703-875-52028. OFFER DUE DATE/ 02/07/2006
LOCAL TIME 12:00 am**INFORMATION CALL:**

9. ISSUED BY

CODE LMAQM19373

OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM)
PO BOX 9115, ROSSLYN STATION
US DEPARTMENT OF STATE

ARLINGTON, VA UNITED STATES 22219

TEL: () - ext.

FAX: () - ext.

10. THIS ACQUISITION IS

☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00% FORNAICS: 541611
SIZE
STANDARD: \$6.0 Million☒ SMALL BUSINESS ☐ EMERGING SMALL
BUSINESS
☐ HUBZONE SMALL BUSINESS ☐ 8(A)
☐ SERVICE-DISABLED VETERAN-OWNED
SMALL BUSINESS

11. DELIVERY FOR

FOB DESTINATION

UNLESS BLOCK IS
MARKED ☐ SEE SCHEDULE12. DISCOUNT
TERMS

10 days

%

20 days

%

30 days

%

days

%

☐ 13a. THIS CONTRACT IS A
RATED ORDER UNDER
DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO

CODE

No Shipping Information

16. ADMINISTERED BY

CODE

LMAQM19373

OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM)
PO BOX 9115, ROSSLYN STATION
US DEPARTMENT OF STATE

ARLINGTON, VA UNITED STATES 22219

Attn:

17a. CONTRACTOR/
OFFEROR

DUNS No:

FACILITY
CODE

No Contractor Information Available

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN
☐ OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED ☐ SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | See Attached | | | | |
| (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | |

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES

☐ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ OFFER

☐ DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5),
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

Colleen M. Kosar

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)

Prescribed by GSA - FAR (48 CFR) 53.212

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

| | | | |
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COMMERCIAL CLAUSES

1 STATEMENT OF WORK

JANUARY
2006

Solicitation – Program Management Specialist and Program Support Specialist

Statement of Work

**U.S. Department of State
Bureau of International Security and Nonproliferation
Office of Export Control Cooperation
Export Control and Related Border Security (EXBS) Program
Program Management Support Services**

A. Background

These positions are located in the Department of State, Bureau of International Security and Nonproliferation, Office of Export Control Cooperation (ISN/ECC); for a Program Management Specialist and a Program Management Support Specialist. The positions are to be funded by the Bureau of International Security and Nonproliferation, using identified FY2005 Nonproliferation, Anti - Terrorism, Demining, and Related Programs (NADR) funds. The positions will report directly to the Contracting Officer's Representative (Team Leader, Program Management Team).

The Office of Export Control Cooperation manages the U.S. Government's Export Control and Related Border Security (EXBS) Program. EXBS is an assistance program designed to help countries establish and develop effective national systems of export control, including the capabilities to detect, identify, interdict and investigate the movement of weapons of mass destruction, their delivery systems, components and related technologies, and other weapons. 22 U.S.C. 2301 Chapter 9 sec 582 defines "assistance" under EXBS as "training services and the provision of funds, equipment, and other commodities related to the detection, deterrence, monitoring, interdiction and prevention or countering of proliferation, the establishment of effective nonproliferation laws and regulations, and the apprehension of those individuals involved in acts of proliferation of such weapons." This program runs at an average annual expenditure rate of fifty (50) million dollars. These positions in this solicitation directly reinforce the work of the office in support of this mandate.

Effective program management is at the core of the EXBS program's ability to meet its program goals in countries to which it provides training, equipment, and other related support. The EXBS Program Management Team is responsible for ensuring the effectiveness of program operations. Among the program management support services vital to the program are: funds obligation and tracking; award and management of contracts and grants; developing and awarding grants and inter -agency acquisition agreements; managing the development of a financial and program database; day -to-day following-up on vendor invoices; the reconciling of fiscal year funding obligations to ensure appropriations are not exceeded; and the educating and training of officers who are the consumers of the financial management information held by the Program Management Team.

B. Scope of Work

The purpose of these contract positions is to provide Program Management Services for the Office of Export Control Cooperation in Washington, D.C. We require a high -end program management capability with specialized knowledge of our extensive operational portfolio. There are two position requirements. It is our preference that both positions be filled by individuals from the same company:

1) The Program Management Specialist, responsible to the Contracting Officer's Representative (Team Leader, Program Management Team), is to be responsible for providing senior level support for program management, program oversight, project management, and administrative/financial oversight in support of the EXBS program. The Program Management Specialist must possess an understanding and knowledge of federal government budgets and appropriations. The Program Management Specialist must possess a specialized knowledge of export control assistance programs. In addition, s/he must also be able to effect interagency and intra -industry financial coordination among the large, diverse, and growing number of EXBS program implementers. The Program Management Specialist will track and manage the award of, funding of, invoicing of, and deliverables for contracts issued by the office. The Program Management Specialist will prepare and manage the movement of grant applications packages, as well as tracking the awarding of, funding of, invoicing of, and deliverables for grants issued by the office. The Program Management Specialist must provide flexibility in an array of program management support skills and abilities to support the specific duties listed

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in the deliverables section of this solicitation. S/ he gives advice to office management and staff on both financial and administrative matters. The Program Management Specialist will also train and oversee the secondary incumbent.

2) The Program Support Specialist will provide part -time (20 hours per week) support specialist level work, responsible to the Team Leader, Program Management Team, for maintenance and support of the EXBS program's financial management database and tracking software (e.g. Payment Management System (PMS) and Integrated Logistics Management System (ILMS)).

C. Complexity

Assignments include providing expert level financial and administrative support for the planning, development and execution of the financial management system of a large U.S. assistance program. The work requires applying a rigorous analytical approach to data that is often vague, unsubstantiated, or contradicts existing knowledge. The same approach must be applied to developing analyses that provide new perspectives for the understanding of complex financial, program management, and project management issues in the specialty area. The Program Management Specialist and the Program Support Specialist perform continuous analysis of interrelated issues of effectiveness and efficiency affecting the ISN/ECC managed EXBS program under the legislation cited above and the Office of Management and Budget (OMB) guidance for program management.

D. Qualifications

- 1) Computer Skills: Both the Program Management Specialist and the Program Support Specialist shall possess at least 5 years experience (or the equivalent) of working with and understanding automated financial systems, database managements, data entry, and electronic filing.
- 2) Software: Both the Program Management Specialist and the Program Support Specialist shall possess a working knowledge of the following software applications: Microsoft Office Suite (to include Microsoft Word, Excel, Access, Outlook, and Powerpoint); Internet browsing applications (such as Internet Explorer), and Adobe Acrobat.
- 3) Education (Program Management Specialist): The offeror should possess a Bachelors Degree (or equivalent). The offeror should possess at least ten (10) years experience in general program/project management positions of which at least five (5) years experience should be of working with automated financial systems (see above).
- 4) Education (Program Management Specialist). The offerer should possess a Bachelors Degree (or equivalent) and should possess a least five (5) years experience in working with automated financial systems (see above).
- 5) Language: Both the Program Management Specialist and the Program Support Specialist should be proficient in both spoken and written English.

E. Supervisory Controls

The Program Management Specialist and Program Support Specialist will work under the direct supervision of the Contracting Officer's Representative (Team Leader, Program Management Team) under the Director and Deputy Director of the Office of Export Control Cooperation. However, the individuals will exercise wide latitude for independent action, initiating projects and executing approved new programs under general supervision. Both positions may coordinate directly with internal Action Officers, Contractors, grant recipients, other Agency Officials, and U.S. Embassies abroad for purposes of this program. Completed work is reviewed for timeliness and effectiveness.

- 1) Evaluation Criteria.
 - i. Financial Reports shall be reviewed for timeliness and accuracy (based on data and reporting from field commands and the program budget office).
 - ii. Financial Spreadsheet Deliverables will be reviewed for timeliness and accuracy.
 - iii. The Program Management Specialist will be evaluated on their ability to accurately and concisely convey the program budget status to principals.
 - iv. Contract vehicles processed by the Program Management Specialist and the Program Support Specialist will be reviewed for timeliness and accuracy.
- 2) Monitoring Requirements for the Contracting Officers Representative. The Contracting Officers Representative shall perform twice annual reviews of performance of the job elements per the evaluation criteria. The Contracting Officers Representative shall observe both positions daily for professionalism and effectiveness. The Contracting Officers Representative shall monitor the timekeeping for both positions.

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F. Deliverables

The Program Management Specialist shall:

- Provide direct support to EXBS program management to expand upon the capabilities of the current financial management system;
- Manage a database of all financial obligations and transactions by EXBS and its program implementers;
- Plan, analyze, and execute tracking of fiscal year funding and all cost elements associated with program execution;
- Prepare and analyze formal consolidated budget forecasts and reports on budget execution required by State Department principals, GAO, OMB, and Congress;
- Develop and maintain reconciliation reports as a method of tracking obligation rate and remaining fiscal year funding;
- Enter fiscal data and requirements for contract task orders into the Integrated Logistics Management System (ILMS);
- Enter grant information into the HHS Payment Management System (PMS) for managing grant draw -downs;
- Train and oversee the performance of the secondary incumbent;
- Perform ad hoc program management related duties and taskings as assigned.

The Program Support Specialist shall:

- Provide direct support to EXBS program management on financial and administrative matters, to include data entry in our financial management systems.

G. Location: The work shall be performed on-site at the U.S. Department of State (2201 C Street, NW, Washington, DC 20250). The Individuals shall work daily with the appropriate individuals to meet deliverables described above. The majority of work is done in a standard office environment. The Program Management Specialist may be required to travel abroad or within the United States, either alone or as a member of the program management team, although this will be an infrequent requirement. The Government will reimburse to the Contractor all applicable travel costs. All domestic and international travel shall be in accordance with the Federal Travel Regulations.

H. Invoicing Procedures:

Monthly invoices shall be submitted by the last calendar day of the month, Terms are Net 30 days. Each invoice shall contain a detailed summary of the charges (labor rate, labor category, total monthly and cumulative hours and costs) and any other charges that might be incurred. The Contractor's invoice shall be submitted to:

Designated Office:

| | |
|--------------------|---|
| Name: | U.S. Department of State Global Financial Operations (RM/GFS/F) Office of Claims (F/C) Charleston Financial Service Center Post Office Box 15008 Charleston, SC 29415-5008 |
| Mailing Address: | |
| Telephone Numbers: | Voice 843/202-3761 Fax 843/746-0725 |
| Person to Contact: | Mr. Wardell Wanza, Office of Claims, Division Chief |

Invoices shall list the item delivered by reference to the appropriate submittal, item number, price, and actual delivery date. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name, address and telephone number of the Contractor
- (2) Date of invoice
- (3) Contract number; also modification number, if applicable
- (4) Description of the services rendered and period of time covered
- (5) Accounting and Appropriation Data from Box 9 on SF -252, or Box 12 on SF-30 (Modification).
- (6) Unique vendor Invoice Number.

I. Work Hours: The program management specialist position is for a full-time individual (approximately 35-40 hours/week). The program support specialist is for a part-time individual (approximately 20 hours/week). Work hours and days to be determined

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between Contractor and Contracting Officer's Representative.

- J. Performance Period: The performance period of the agreement is:
Base Year: February 21, 2006, through February 20, 2007
Option Year One: February 21, 2007, through February 20, 2008
Option Year Two: February 21, 2008, through February 19, 2009

K. Security Requirement :

(a) A facility security clearance at the secret level is required for contractor personnel in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this solicitation. The Contractor shall maintain a Secret facility clearance for the duration of the contract, and must possess this facility clearance at the outset of the period of performance.

(b) Since it will be necessary for some contractor personnel to have access to classified material and/or to enter into areas requiring a security clearance, each contractor employee requiring such access must have an individual security clearance commensurate with the required level of access prior to contract performance. Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change. All Key Personnel and other employees requiring access to the ISN/ECC program office shall possess and maintain an individual security clearance at the level of Secret.

(c) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities in accordance with DOSAR 652.237-71 "IDENTIFICATION/BUILDING PASS."

(d) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification and FAR 52.204-2 "SECURITY REQUIREMENTS," DOSAR 652.204-70 "SECURITY REQUIREMENTS," and DOSAR 652.204-71 "SECURITY REQUIREMENTS – PERSONNEL," as applicable.

(e) Classified material received or generated in the performance of this contract shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (NISPOM, DOD 5220.22 -M).

(f) Offerors who do not possess the required facility security clearance, and/or proposing personnel who do not meet the security clearance requirements, will not be considered for contract award.

L. Government Furnished Equipment: Office equipment and supplies currently in place will continue to be used, until such time as it becomes obsolete or inoperable. At such time, equipment will be replaced with updated equipment at Government expense. If an upgrade or increase in service is needed, all equipment to effect the upgrade will be at Government expense.

M. Training:

All Contractor personnel must be trained in the skills enumerated above. The Government shall provide personnel (who all ready possess the skills described above) the following on-the-job training: Training in handling/using systems applications and databases unique to ISN/ECC and to the Department, such as the Payment Management System (PMS), the Integrated Logistics Management System (ILMS), Cable Express, and other similar systems. This training will be provided on-the-job during duty hours. The Program Management Specialist and Program Support Specialist shall be paid for the services of the personnel during this training as part of the contractual agreement. Personnel provided for such positions shall have a minimum contractual commitment of twelve (12) months of service from commencement of the period of performance. Should any individual leave prior to expiration of this twelve-month commitment, then the Contractor shall return to the Department of State all monies received as reimbursement for that individual's training period.

N. Other Special Requirements:
None.

O. Contracting Officer's Representative (COR):

Timothy R. Groen, Bureau of International Security and Nonproliferation, Office of Export Control Cooperation (ISN/ECC)
Room 1829, Harry S. Truman Building
Tel: 202-647-1793
Fax: 202-647-1810
Email: GroenTR@state.gov

2 52.212-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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<http://www.arnet.gov/far/>
<http://www.acqnet.gov>

| Clause | Title | Date |
|-----------|--|--------------|
| 52.202-01 | Definitions | July 2004 |
| 52.203-03 | Gratuities | April 1984 |
| 52.203-05 | Covenant Against Contingent Fees | April 1984 |
| 52.212-01 | Instructions to Offerors – Commercial Items | January 2005 |
| 52.212-04 | Contract Terms and Conditions – Commercial Items | Oct 2003 |
| 52.217-08 | Option to Extend Services | Nov 1999 |
| 52.232-16 | Progress Payments | April 1984 |

3 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises the option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause.)

4 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES JULY 2005
OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.233 - 3, Protest after Award (AUG 1996) (31 U.S.C. 3553). (2) 52.233 -4, Applicable Law for Breach of Contract Claim (Oct 2004), (Pub. L. 108-77-108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.204-2 Security Requirements (AUG 1996)

X (2) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

X (3) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

X (4) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (5) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (6) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (7) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (8) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)

X (9) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) MAY 1989)

X (10) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002)

X (11) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (12) 52.227-14, Rights in Data - General (JUN 1987)

X (13) 52.227-23, Rights to Proposal Data (Technical) (JUN 1987)

X (14) 52.232-18, Availability of Funds (APR 1984)

X (15) 52.232-19, Availability of Funds for the Next Fiscal Year (APR 1984)

X (16) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

X (17) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act --Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (5) 52.232-13, Notice of Progress Payments (APR 1984)

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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5 FILE INSTRUCTIONS TO OFFERORS – EXBS PROGRAM MANAGEMENT SUPPORT SERVICES

INSTRUCTIONS TO OFFERORS

This Solicitation is for Total Small Businesses and is in accordance with FAR PARTS 12 and 13 for Simplified Acquisition of Commercial Items. Any resultant contract will be Firm Fixed Price (FFP) for labor costs and any travel costs required in the performance of the contract shall be reimbursed at direct cost to the Contractor excluding any profit/fee. All travel will be in accordance with the Federal Travel Regulations.

Proposal Preparation:

Any small business capable of providing the required EXBS program management support services, as described in the “Statement of Work” (SOW), may submit a proposal.

Proposals must provide complete pricing information for all required services for all three contract years (base year plus two option years). Offerors who do not provide pricing for all contract years will not be considered. Pricing must be complete, disclosing all fees, surcharges, and other costs.

Proposals must contain a technical portion, extensively detailing the service to be provided at the proposed rates. NO PRICING INFORMATION IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL. PROPOSALS FAILING TO SEPARATE PRICING FROM TECHNICAL PROPOSAL WILL NOT BE CONSIDERED. This technical portion must also explain the Offeror’s key personnel, management and quality control, and past performance information, highlighting any experience the Offeror has had in providing this or similar servi ce(s).

The Contractor must provide the following information to substantiate its key personnel and staffing for the contract:

- Contractor’s Plan on plan on obtaining, utilizing, and keeping high quality personnel on the contract.
- Submitted resumes of key personnel, detailing the individual’s relevant professional qualifications, education, and past performance supporting the federal government, including a strong knowledge of spreadsheet and database software applications.

The Contractor must demonstrate its understanding of and flexibility to meet the requirements in the Statement of Work (SOW). The Offeror’s proposal will be evaluated on the Offeror’s ability to identify, evaluate, correct and preclude deficiencies and how well the Offeror tracks problems and solutions.

The Contractor must demonstrate the organizational structure in regards to resource management; how well the organization is managed in regards to coordination of work and allocation of personnel; how well the organization manages not only their costs, but also the cost savings afforded their customers, and; how innovative efforts by the Offeror benefit their customers.

The Contractor must provide the following information to substantiate its management and technical capability, quality control, and past performance to perform these tasks:

- Experience in program management and database services;
- Detailed description of previous work performed and results achieved;
- Methodology, tools, and/or process utilized in performing Program Management support work;
- Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.;
- Problems encountered in the area of program management and corrective actions taken;
- Demonstration of specific experience and qualifications as required, particularly in working with export control programs.

The Contractor shall also provide:

- Most recent (within the past 3 years) past performance references providing the Contracting Officer and Contract ing Officer’s Representative for work with organizations involving comparable knowledge and experience.
- Biographical information on any key personnel designated to provide the program management support services.

The Offeror shall provide the Government with the following number of copies for paper copies of proposals:

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- Technical Proposal 1 Original and 2 copies
- Price Proposal 1 Original and 1 Copy

In addition to pricing and technical information, offers must include:

- 1 A single point of contact for the Offeror, with phone number, fax number, e-mail address, and mailing address.
- 2 Offeror's DUNS Number.

Offerors must be *actively* registered with the Central Contractor Registration (CCR) database (www.CCR.gov) at the time of proposal submission. Offerors not actively registered with CCR will be ineligible for contract award.

Proposal Submission:

To be eligible for award, complete Offers must be received no later than **12:00 noon EDT, Tuesday, February 7th, 2006.**

Offerors are highly encouraged to submit proposals via electronic mail. Proposals should be sent to Ms. Colleen M. Kosar, Contracting Officer, at KosarCM@state.gov.

Alternately, paper copies of proposals may be submitted as follows –

For hand delivery or courier service (UPS, FedEx, DHL, etc.):

U.S. Department of State
A/LM/AQM/IP
1701 N. Fort Myer Drive
Arlington, VA 22209
Attn: Colleen M. Kosar

For U.S. Postal Service:

U.S. Department of State
A/LM/AQM/IP
P.O. Box 9115, Rosslyn Station
Arlington, VA 22219
Attn: Colleen M. Kosar

Due to concerns surrounding terrorist attack through the U.S. Postal Service, any Offeror electing to submit a paper proposal is encouraged to do so via hand delivery/courier service.

Proposals submitted via fax will not be considered.

Questions:

Questions pertaining to this solicitation should be directed to Ms. Kate Massey, Contract Specialist. Ms. Massey may be reached at: 703-875-5202; E-mail: MasseyCJ@state.gov. Should Ms. Massey be unavailable, Ms. Colleen M. Kosar, Contracting Officer, will serve as the alternate point of contact. Ms. Kosar may be reached at: 703 -875-6643; E-mail: KosarCM@state.gov.

All questions must be submitted in writing via e-mail. Questions should be received by 12:00 noon EDT, Tuesday, January 24th, 2006. The Department will not guarantee a response to any question received after this date. Responses to all questions will be made available exclusively through the Federal Business Opportunities website (www.fedbizopps.gov). It is the responsibility of the Offeror to regularly monitor this website to ensure access to the most up-to-date information regarding this solicitation.

Ms. Massey and Ms. Kosar will be the only Department points of contact for this solicitation. **No other Department personnel may be contacted regarding this action unless identified by subsequent amendment to this solicitation.**

Proposals shall be complete and conform to the instructions in this section; incomplete proposals or proposals that contain significant deviation may result in the exclusion of such proposals from further consideration. All proposals will be screened initially for completeness, accuracy and timeliness. Offerors whose proposals do not meet all three initial screening criteria will not be evaluated further. It is the Offeror's responsibility to ensure the completeness of the proposal. The evaluation of proposals will be conducted on the basis of the information contained in the written proposal. The Government will not assume that an Offeror possesses any capabilities not specified in the written proposal.

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(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Evaluation Criteria: The evaluation criteria are set forth in the following factors, in descending order of importance. Technical and past performance, when combined, are equal. :

Factor 1: Key Personnel/Staffing Plan – The offer will be evaluated as to the Offeror's plan on obtaining, utilizing, and keeping high quality personnel on the contract. Submitted resumes of key personnel will be evaluated for professional qualifications, education, and past performance. The Offeror's proposed personnel must demonstrate relevant qualifications and experience in a range of program management support services with the federal government, including a strong knowledge of spreadsheet and database software applications. It is the Offeror's responsibility to notify the Department of any proposed substitutions or changes in key personnel. Any substitutions of proposed key personnel could adversely impact award decision to Offeror and any exercise of contract option years.

Factor 2: Program and Quality Management – The Offeror's proposal must demonstrate its understanding of and flexibility to meet the requirements in the Statement of Work (SOW). The Offeror's proposal will be evaluated on the Offeror's ability to identify, evaluate, correct and preclude deficiencies and how well the Offeror tracks problems and solutions.

Factor 3: Organization and Approach - The Offeror's proposal will be evaluated as to the organizational structure in regards to resource management; how well the organization is managed in regards to coordination of work and allocation of personnel; how well the organization manages not only their costs, but also the cost savings afforded their customers, and; how innovative efforts by the Offeror benefit their customers.

Factor 4: Past Performance - Offeror's proposals shall be evaluated on the Offeror's past performance in each of the above evaluation criteria factors 1. through 3.

Factor 5: Price - Offeror's price proposal shall be evaluated for reasonableness. If proposals are considered technically equivalent, price may become of primary importance in determining the proposal most advantageous to the Government.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

7 FILE ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA).DOC

Any vendor required to register with the Central Contractor Registration (CCR) database must also provide many of the FAR - required representations and certifications electronically via the Online Representations and Certifications Application (ORCA), available at: <http://orca.bpn.gov>. Vendors must first be registered in CCR in order to provide the electronic representations and certifications in ORCA.

As part of the online representations and certifications process, vendors will log into ORCA using the DUNS Number as well as Marketing Partner Identification Number (MPIN) they entered as party of their CCR registration. Once the CCR registration is completed, the CCR database takes 24 to 48 hours to update. Vendors can then use their DUNS numbers as user names and their MPINs as passwords to log into ORCA.

In ORCA, vendors will be asked to review and answer several questions:

- The answers they provide are automatically entered in the FAR provisions.
- Vendors review their information in context of the full-text provisions for accuracy.
- Acknowledge three additional read-only provisions.
- Click a time/date stamp before final submission.

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In addition to ORCA, vendors will still be required to fill out, in their solicitation response, any representations or certifications required by the solicitation, but not included in ORCA; for example, DOSAR representations and certifications.

According to the FAR, OCRA-completed representations and certifications:

- (a) Requires vendors to update the representations and certifications as necessary, but at least annually, to keep them current, accurate and complete; and
- (b) Allows for vendors to make changes that affect only one solicitation by completing the appropriate sections of either paragraph (j) of FAR provision 52.212-3, Offeror Representations and Certifications – Commercial Items, or FAR provision 52.204 -8, Annual Certifications and Representations, whichever is included in the solicitation.

8 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS MARCH 2005

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service —

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service -disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service -connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049 -4;

___ Other _____.

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name _____.

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TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran -owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran -owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small busin ess concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women -owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicit ation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women -owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first -tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is , o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annua l Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

| Number of Employees | Average Annual Gross Revenues |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51–100 | <input type="checkbox"/> \$1,000,001–\$2 million |
| <input type="checkbox"/> 101–250 | <input type="checkbox"/> \$2,000,001–\$3.5 million |
| <input type="checkbox"/> 251–500 | <input type="checkbox"/> \$3,500,001–\$5 million |

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☐ 501–750 ☐ \$5,000,001–\$10 million
☐ 751–1,000 ☐ \$10,000,001–\$17 million
☐ Over 1,000 ☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219 -23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219 -25, Small Disadvantaged Business Participation Program —Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either —

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CF R 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision o n that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern th at is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that —

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qu alified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administrat ion in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents t hat—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60 -1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act —Supplies.”

(2) Foreign End Products:

| Line Item No. | Country of Origin |
|----------------------|--------------------------|
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225 -3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act —Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act —Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

| Line Item No. | Country of Origin |
|----------------------|--------------------------|
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act —Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| Line Item No. | Country of Origin |
|----------------------|--------------------------|
|----------------------|--------------------------|

| | | | |
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.

Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225 -5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S. -made or designated country end products.

Other End Products:

Line Item No.

Country of Origin

| | | | |
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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S. -made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S. -made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| _____ | _____ |
| _____ | _____ |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in

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this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.